



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-2(c)**

SCOTT D. SHERMAN, ESQUIRE  
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Attorney for Creditor Wells Fargo Bank, N.A., as Trustee for Carrington  
Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through  
Certificates  
C.241-5502.NF

**In Re:**

Dianna Guadagnino

Order Filed on August 28, 2018  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

Case No.: 17-12951-RG

Adv. No.:

Hearing Date: 8/7/18 at 11:00 a.m.

Judge: Rosemary Gambardella

**CONSENT ORDER RE ADEQUATE PROTECTION**

The relief set forth on the following pages, numbered two (2) through four (4) is  
hereby **ORDERED**.

**DATED: August 28, 2018**

A handwritten signature in cursive script, reading "Rosemary Gambardella".  
Honorable Rosemary Gambardella  
United States Bankruptcy Judge

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**Debtor: Dianna Guadagnino**

**Case No. 17-12951-RG**

**Caption of Order: Consent Order Re Adequate Protection**

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IT IS HEREBY CONSENTED by and between Movant, Wells Fargo Bank, N.A., as Trustee for Carrington Mortgage Loan Trust, Series 2006-FRE1 Asset-Backed Pass-Through Certificates, its assignees and/or successors in interest, through its retained counsel, Scott D. Sherman, Esquire, for Prober & Raphael, A Law Corporation, and Debtor Dianna Guadagnino, through her counsel, David Edelberg, Esquire, as follows:

1. Debtor shall maintain the regular monthly payments on Movant's loan obligation, and otherwise comply with all other terms of the subject Note and Mortgage, including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering the subject Property, generally described as **252 Suydam Ave, Jersey City, New Jersey 07304**, in a timely fashion, commencing with the September 1, 2018 payment. Any payment received after the 15<sup>th</sup> of each month shall be considered over due and therefore Movant can assess a late fee of 5% of the overdue payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtor shall pay off arrearages in the total amount of \$11,547.24, representing the March 2018 through August 2018 monthly payments plus attorneys' fees and costs of \$1,031.00, less applied suspense of \$-36.98. Said arrearages shall be paid in monthly installments of \$1,924.54 each, commencing September 15, 2018, and continuing on the 15<sup>th</sup> day of each month thereafter until February 15, 2019. Said payments shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee and maintain payment of property taxes Movant may file and serve a Certification of Default on Debtor and Debtor's counsel. Debtor shall have thirty (30) days from the date of service of said Certification within which to cure the existing breach. A cure of the breach shall include, but not be limited to, any late charges, costs and/or advances due pursuant to the Note. If Debtor fails to do so, then on the thirty-first (31<sup>st</sup>) day, Movant shall serve and lodge a Declaration Re Non-Compliance along with a final Order for Relief from the Automatic Stay. Absent a showing that the required payments were timely tendered to and received by Movant, in good funds, the Court shall cause said Order to be entered. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be subject to the default provisions contained herein.

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5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. The terms and conditions of this Stipulation may not be modified, altered or changed in any Chapter 11 Plan for Reorganization without the express written consent of Movant.

7. In the event the instant bankruptcy proceeding is dismissed or discharged, this Consent Order shall be terminated and have no further force or effect.

The movant shall serve this order on the debtor, any trustee and any other party who entered an appearance on the motion.

By 

SCOTT D. SHERMAN, ESQUIRE

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Attorney for Movant

C.241-5302.NF

By 

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Attorney for Debtor

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## CERTIFICATE OF MAILING

I hereby certify that on \_\_\_\_\_, 2018, a copy of the foregoing Order was served on each of the following: Movant.

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